

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Richmond Division**

THANH THACH,

Plaintiff,

v.

Case No.: 3:14-cv-00070-HEH

EQUIFAX INFORMATION SERVICES LLC,
EXPERIAN INFORMATION SOLUTIONS,
INC., BRYANT STATE BANK, CREDIT ONE
BANK, COMENITY BANK, FIRST PREMIER
BANK, and LVNV FUNDING,

Defendants.

DECLARATION OF ALICIA FLUELLEN

I, Alicia Fluellen, hereby make this Declaration under penalty of perjury, pursuant to 28 U.S.C. § 1746, as follows:

1. I am the Sr. Director of Vendor Relationship Management for Defendant Equifax Inc.

2. I am over the age of 21 years, have personal knowledge of the matters contained herein, and am otherwise competent to give this declaration. I am authorized to make this declaration on behalf of Equifax.

3. Equifax contracts with Intelenet Global Services Private Limited ("Intelenet") (now known as Serco), a company based in the United Kingdom doing business in India.

4. Intelenet/Serco and Equifax share no common management and neither maintains managerial control over the other.

5. Under its agreement, Intelenet/Serco performs various functions for Equifax, including processing consumer dispute reinvestigations.

6. A section of the agreement provides only that Equifax may access Intelenet/Serco's records and personnel:

9.6. Inspections and Audits (a) Equifax Audit Rights.

Provider shall maintain a complete audit trail, including all original transaction records, of all financial and non-financial transactions resulting from or arising in connection with the Agreement. Provider shall provide to Equifax, its financial staff, its auditors (including internal audit staff and external auditors), inspectors, regulators, customers and other representatives as Equifax may from time to time designate in writing, access at all reasonable times to any facility or part of a facility at which either Provider or any of its subcontractors is providing the Services, to Provider personnel, to Provider's systems, policies and procedures relating to the Services, and to data and records relating to the Services for the purpose of performing audits and inspections of Provider and any of its subcontractors.

6. Equifax's agreement with Intelenet/Serco confers no power or right of control over Intelent's employees. Employees of Intelenet/Serco are not employed by Equifax and Equifax maintains no control over them.

7. With respect to the disputes made by the Plaintiff in this case, 12 individuals were identified as having conducted a portion of the related investigations.

8. Two of the 12 identified individuals were employed by either Equifax or an Equifax affiliate: Pamela Smith, an Equifax employee based in Atlanta, Georgia, and Jose Duran, an employee of Equifax Costa Rica.

9. The other ten individuals were current or former employees of Intelenet/Serco.

10. Equifax cannot compel the ten current or former employees of Intelenet/Serco to appear for a deposition.

I have reviewed this Declaration and declare under penalty of perjury that the foregoing statements are true to the best of my knowledge and belief.

Dated this 28 day of August, 2014, at Atlanta, Georgia

By: Alicia Fluellen
Alicia Fluellen